

Files 10.2

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
United States Section

HEADQUARTERS
DIRECTIVE

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TO: See Distribution Below

SUBJECT: SALE OF SURPLUS PROPERTY

CONTROL: General Services Branch (Moncada) FTS 572-7305, (915) 541-7305

This Directive establishes the procedures which the United States Section will follow in conducting salvage/surplus property sales. These sales will be conducted by the United States Section at Field Offices. Project Managers/Office Managers who may be involved in these sales should review the attached material carefully. An extra copy is being sent to each office to be maintained as the office copy in the Directives manual.

Key Points to remember are:

- 1) Close cooperation between the Field Offices and the General Services Branch will be required;
- 2) This is our first effort, and we probably will need to make changes to smooth out the system;
- 3) Our objective is to eliminate the scrap piled at most Field Offices as quickly as possible while recovering some funds for the Government - whether or not the United States Section can use the funds in the future; and
- 4) IF YOU HAVE ANY QUESTIONS AS YOU PROCEED WITH SUCH SALES, CALL FOR ASSISTANCE.

We hope to discuss this procedure with each of the Field Offices by telephone in the near future.

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SALE OF SURPLUS PROPERTY

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SALE OF SURPLUS PROPERTY

I. General

Under a procedure authorized by GSA, the United States Section can conduct sales of surplus/scrap/salvage property on its own, without initial contact with GSA. The following provisions apply:

- 1) The anticipated revenue from the sale must be less than \$1,000.00 for the total sale*;
- 2) We must use a public announcement system which provides notice for a minimum of 14 calendar days, including an OF-15 in selected Post Offices;
- 3) Only written bids can be accepted;
- 4) We must issue an Optional Form 16, SALES SLIP, Sale of Government Personal Property, to the successful bidder;
- 5) Payment must be in cash, money order, or certified check;
- 6) Once the sale is completed, GSA must be advised of the sale and provided specified documentation; and
- 7) Managers must plan on 45 calendar days to prepare for the sale, announce it, and complete the sale process.

II. Sale of Surplus Property:

Periodically the United States Section accumulates scrap metal, barrels, tires, etc. which are no longer of value to the Section and which take up valuable storage space. Normally, disposition of these surplus materials is processed through the General Services Administration (GSA). Under certain circumstances, the United States Section may conduct its own sales with a considerable savings in time and effort.

The information which follows describes how these sales will be conducted and the limitations under which they can be conducted.

We must process through GSA the sale of any office machines (typewriters, dictating equipment, calculators, etc.), any furniture, office or household, and the sale of any item the acquisition cost of which was \$500.00 or more. In addition, we must also process through GSA the sale of any item, items, or materials, the realistically estimated revenue of which is \$1,000.00 or more for the total sale. For example, assume we had three lots of scrap - one group of barrels, one group of dozer tracks, and one pile of scrap steel which we intended to sell at the same time. If we expected to get \$50.00 for the barrels, \$300.00 for the tracks, and \$150.00 for the steel, we could conduct the sale ourselves. If, however, we expected to receive a total for the three lots of \$1,000.00 or more, we would have to process the sale through GSA.

*NOTE: We cannot sell furniture, office machines, or single items for which the acquisition cost was \$500.00 or more. These items must be processed through GSA as in the past.

Detailed information regarding the new procedures is attached.

All sales will be coordinated by the Property and Supply Officer, General Services Branch, Headquarters. The Property and Supply Officer will prepare and send to the selling office the required posters and bid forms, a sample Sales Slip, and written instructions on the completion and submission of the forms once the sale is complete.

The selling office is responsible for the following actions:

1) Providing the Property and Supply Officer with a description of the materials to be sold. It is recommended that items be segregated more or less as follows:

- Used tires of all descriptions;
- Barrels;
- Scrap metals, which may be segregated further if there are substantial amounts of scrap metal which is identifiable. For example, scrap copper wire, scrap angle iron and pipe, scrap aluminum, etc.;
- Miscellaneous scrap machinery parts; and
- Any other rational segregation which may enhance the interest of prospective bidders.

2) Developing a mailing list (other than Post Offices) and mailing out sale notices to possible bidders based upon the type of materials to be sold (scrap yards, tire manufacturers, etc., as identified in telephone books);

3) Receiving inquiries and providing prospective bidders with bid forms;

4) Arranging inspection of the materials to be sold;

5) Receiving written bids;

6) Opening and recording bids;

7) Completing and mailing or otherwise conveying the Sales Slip to the successful bidder;

8) Receiving payment and arranging for the successful bidder to remove the materials from U.S. Section premises; and

9) Providing to the Property and Supply Officer all required reports which will be submitted to GSA.

10) Designating a coordinator for each sale and providing the name and job title to the Property and Supply Officer at the beginning of the process.

III. Eligibility to Bid

Initially, there is no restriction on the eligibility of individuals, companies, corporations, and etc. to bid. Bids must be submitted and paid in United States Dollars by means of cash, certified check, U. S. Government Check or money order. Bidders who default on bids will have future bids accepted, but such bids may be disallowed or require a deposit before they will be considered. There is no citizenship requirement, and bids may be accepted from citizens/companies of other countries as long as the U.S. Dollar requirements are met.

THERE ARE SOME RESTRICTIONS ON EMPLOYEES, AND FAMILY MEMBERS OF EMPLOYEES OF THE UNITED STATES SECTION SUBMITTING BIDS. The provisions are as follows:

1. An employee who has been directly involved in the determination to dispose of supplies, materials, equipment, etc., may not bid on specific items where the employee was involved in the determination. For example, assume a determination is made to dispose of a used tire. If the tire came from a vehicle which the employee normally operates, and the employee was instrumental in determining that the tire is no longer safe to use, then the employee cannot bid on the tire. However, if the tire came from a vehicle normally used by another employee, and the employee was not involved in the determination to dispose of the tire, a bid would be proper.

2. Usually, the signatories of the survey boards who make the determinations to dispose of items cannot bid on the items. Also, supervisors and managers in the direct chain of command of the work unit where the item was last used, including the unit supervisor, cannot bid on the item. Directly involved does not usually include the clerical or administrative support personnel whose involvement in the disposition of the items is limited to processing the paperwork, and the support personnel are not involved in the determination to dispose of the materials.

3. Family members includes the following:

- Spouse;
- Sons and Daughters (including adopted and step-sons and/or step-daughters);
- Parents;
- Uncles and Aunts, including those of a Spouse; and
- Grandparents.

4. In general, the above rules do not apply to items sold through and by the General Services Administration.

5. There is also a prohibition against a Section employee or family member having another individual bid on behalf of, or for later sale to a Section employee.

6. Anytime there is a question regarding the propriety of a Section employee or family member bidding on items for sale by the Section, the question should be referred to the Chief, General Services Branch, for resolution. Usually a telephone referral will suffice for the inquiry, but a written determination will be prepared for inclusion with the records of the sale.

IV. Process

To begin the process, telephone the Property and Supply Officer. Be prepared to discuss the items for which disposal is desired, including sizes, weights, categories, etc.

A. Sale Poster

We are required, as an absolute minimum, to post sales posters in selected Post Offices at and near the location where the salvage is to be sold. An Optional Form 15 is used for this purpose. Appendix A contains a copy of one of the posters, and the Post Offices at which the posters will be placed for each of the United States Section locations where we may have salvage for sale. Also within this Appendix is a sample letter which will be used to transmit the poster to the Post Offices for posting. This poster is to be mailed to the respective Postmasters a minimum of fourteen (14) calendar days prior to the sale.

The poster will be prepared after consultation with the manager who wishes to dispose of salvage. The Property and Supply Officer will prepare the posters and transmit them to the respective Postmasters.

V. Sales Documents

A. General

There are a variety of forms and documents the use of which are required to properly document the legality of salvage sales. Both the General Services Branch and the manager who wishes to dispose of salvage will have a role to play in assuring that the sale is properly documented. This section deals with each of the forms, and the role each U. S. Section employee involved in the sale will play.

B. Bid Forms

The United States Section will use the Standard Form 114 (Rev. 5-78) Sale of Government Property - Bid and Award, and Standard Form 114B, January 1970 Edition, Sale of Government Property - Item Bid Page, - Sealed Bid, to record the bids received for the salvage items. These forms must be accompanied by a Standard Form 114C, March 1974 Edition, Sale of Government Property General Sale Terms and Conditions. A sufficient number of the forms will be provided to the office at which the salvage material is located to meet anticipated needs at the time of the sale.

Prior to duplication, the Property and Supply Officer, General Services Branch, will complete appropriate sections of the forms so that the specific sale will be properly identified, and so that the sale office and/or the bidder will not need to complete those sections. In Appendix B are copies of sample forms showing the sections which will be completed by the General Services Branch.

The person(s) bidding on salvage items which are for sale will need those parts of the form identified in the example as "Bidder".

PLEASE NOTE: The office with the materials for sale will be shown as the contact point for obtaining the bid forms and additional information. Requests by telephone and in person will be honored. The bid forms may

be mailed in franked envelopes to the prospective bidders, but franked envelopes for the return of the forms must not be supplied. For bidders who come to the office and complete their bid forms at the site, a plain white envelope may be supplied for the bidder's use in sealing the bid and leaving it at the office.

The bid forms must be completed in ink, or typed. They should not be completed in pencil.

The balance of the form will be completed at the office with the salvage items for sale by the individual United States Section employee designated by the Property and Supply Officer (after consultation with the manager with the salvage for sale).

: After the sale is completed, all completed forms and documents must be sent to the Property and Supply Officer, General Services Branch, Headquarters, El Paso, within 30 calendar days following the sale date.

The last form which must be completed is the Optional Form 16, December 1960, Sales Slip, Sale of Government Personal Property. This form is a carbon form, and must be completed by the U. S. Section office which sells the salvage. The form is self explanatory. The original and one copy is given to the buyer. The balance of the completed copies, with the carbon paper removed, are forwarded with the other documentation to the Property and Supply Officer.

C. Supplemental Bidder's List

Most of the funds received from the sale of salvage materials will be returned to Treasury and will not be available to the United States Section for future use. This applies except where we are able to specifically categorize a type of salvage, for instance, crawler tracks, and sell the material as a single lot. To enhance the return from the sale to the Government, whether the Treasury for use of all government agencies or for use of the United States Section, the office with the salvage materials to sell will develop a Supplemental Bidder's List. This, developed through the use of the yellow pages of the telephone books or personal information of possible bidder's, will consist of the names and addresses of organizations and/or individuals who might be interested in purchasing the salvage. At the time that the initial planning for the sale begins (when the office with materials to sale contacts the General Services Branch) the office will begin developing a listing of potential bidder's. When the sales materials are received from the General Services Branch, the receiving office will immediately mail out the sale forms to their list of potential bidder's. A copy of this list is retained and made a part of the sale documentation.

As a rule of thumb, offices should develop a listing of individuals and/or organizations within a radius of 50 to 100 miles from the location of the office. There will be times when this listing will cover a smaller area, and times when it will cover a larger area. It is useful

to retain the names and addresses received as a result of earlier bids. This can be done by retaining a copy of the Abstract of Bids discussed in section E. below.

D. Bid Stickers

At the time the listing of bid materials is prepared, bid stickers will be prepared. These will be furnished with the sale forms to the local office. As forms are mailed to prospective bidder's, or as individuals obtain the forms and complete them at the site, a sticker will be provided for the bidder to place on the envelope containing the individual's bid. This identifies the material as a bid so that the receiving office will keep it sealed until the date and time of the bid opening.

Materials which are received without this bid sticker will still be considered as a part of the sale process. The action to be taken by the receiving office when such materials are received is to reseal the envelope immediately, and annotate the outside of the envelope "Bid for salvage sale, inadvertently opened because of absence of bid sticker." Immediately below this statement should be placed the initials of the individual who open the bid and the date the envelope was opened and resealed.

When bid materials are inadvertently opened, or when the information regarding the amount of the bid becomes known to the office because the individual completed the bid at the site, the information concerning the bid is to be kept confidential. The prices should not be discussed. It is acceptable to state in general terms (many, few) the number of bids received, but no one should discuss the amount of the bids, or what the bids are for where we have more than one item or groups of items for sale at a given time.

E. Mandatory Bid Time Schedule

The sale documents will specify the date and time by which bids must be received at the sale office. Receiving offices must mark bid envelopes with the date and time received. Bids received after the date and time specified must also be marked with the date and time, but not opened. Contact the Property and Supply Officer for directions on how to handle late bids when received.

F. Abstract of Bids

At the time that the bids are open, an Abstract of Bids will be completed. The Abstract of Bids form will be provided at the time the other sale materials are provided to the office selling the materials. The form is self-explanatory, and any additional instructions which may be needed will be provided at the time the materials are provided to the office.

Appendix A Poster Notifications - U.S. POSTAL SERVICE OFFICE

Under the agency-conducted sales provisions, part of the public notice required is the posting of a sales poster in appropriate Postal Service Offices. For each of the locations where we might conduct sales, the Postmasters will be requested to post our sales poster. A pattern letter requesting that the Postmaster have the bulletin posted follows the listing of Post Offices.

Yuma, Arizona

Sales posters should be posted at the following Postal Service Offices:

Yuma, AZ 85364

San Luis, AZ 85349

Somerton, AZ 85350

Wellton, AZ 85356

Phoenix, AZ 85062

Calexico, CA 92231

El Paso, Texas

Sales posters should be posted at the following Postal Service Offices:

El Paso, TX 79982

Clint, TX 79836

Fabens, TX 79838

Fort Hancock, TX 79839

Sierra Blanca, TX 79851

Canutillo, TX 79835

Anthony, TX-NM 79821

Las Cruces, NM 88001

Alamogordo, NM 88311

POST OFFICE POSTERS

Presidio, Texas

Sales posters should be posted at the following Postal Service Offices:

Presidio, TX 79845

Shafter, TX 79850

Marfa, TX 79843

Alpine, TX 79830

Ft. Davis, TX 79734

Marathon, TX 79842

Del Rio/Amistad Dam, Texas

Sales posters should be posted at the following Postal Service Offices:

Del Rio, TX 78840

Comstock, TX 78837

Sonora, TX 76950

Brackettville, TX 78832

Quemado, TX 78877

Eagle Pass, TX 78852

Laredo, Texas

Sales posters should be posted at the following Postal Service Offices:

Laredo, TX 78040

Encinal, TX 78019

Catarina, TX 78836

Asherton, TX 78827

Carrizo Springs, TX 78834

Crystal City, TX 78839

Cotulla, TX 78014

Hebbronville, TX 78361

POST OFFICE POSTERS

Falcon Dam/Falcon Heights, Texas

Sales posters should be posted at the following Postal Service Offices:

Falcon Heights, TX 78545
Lopeno, TX 78564
Zapata, TX 78076
Roma-Los Saenz, TX 78584
Rio Grande City, TX 78582
Laredo, TX 78040
Hebbronville, TX 78361

Mercedes, Texas

Sales posters should be posted at the following Postal Service Offices:

Mercedes, TX 78570
Weslaco, TX 78596
Donna, TX 78537
San Juan-Alamo, TX 78589
Pharr, TX 78577
Mission, TX 78572
McAllen, TX 78502
La Feria, TX 78559
Santa Maria, TX 78592
San Benito, TX 78586
Harlingen, TX 78550
Brownsville, TX 78523
Raymondville, TX 78580



OFFICE OF THE COMMISSIONER
UNITED STATES SECTION

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
IBWC BUILDING
4110 RIO BRAVO
EL PASO, TEXAS 79902

Sample Letter: Transmitting Sales Poster To Postmasters

Postmaster
Selected City, State, Zip Code

Dear Sir or Madam:

The United States Section of the International Boundary and Water Commission, United States and Mexico, is disposing of salvage materials by public sale. Enclosed is a copy of a poster announcing the sale. We would appreciate your having a member of your staff post this poster in a prominent place upon a bulletin board in the public section of your Post Office.

We would appreciate immediate placement of the poster. It may be removed and disposed of the day following the date shown as the date the bids will be opened.

Thank you very much for your assistance. If you would like additional information, my telephone number is (FTS) 572-7305, Commercial (915) 541-7305.

Sincerely yours,

E. P. Moncada
Property Officer

- EXAMPLE -

OPTIONAL FORM 18
DECEMBER 1980
GSA CIRCULAR NO. 226



SALE

GOVERNMENT PROPERTY

Consisting of three lots of scrap metal,
approximate weight of each lot, 2 tons.
Various metals are in each lot.

By UNITED STATES SECTION, INTERNATIONAL BOUNDARY AND
WATER COMMISSION, UNITED STATES AND MEXICO

Time and Date Bid opening at 1:00 (PM) (pm) on September 31, 1984
Headquarters Office Building
at Falcon Dam, United States Section
International Boundary & Water Commission
Falcon Heights, Texas 78545

Inspection at address shown immediately above from 8:00 am to 4:00 pm
on the following dates: September 24, 25, 26, 27, & 28, 1984.

FOR ADDITIONAL INFORMATION AND BID FORMS, CONTACT: Raul Garcia
Telephone Number: (512) 848 - 5211, Address: United States Section,
International Boundary & Water Commission, P.O. Box 1, Falcon Heights, TX. 78545

Refer to Sale No. USS-SS-F-1-85

NOTE: INSPECTION of the property prior to bid is strongly recommended.

APPENDIX B

Required Sales Documents

To maintain a minimum record of the sale of salvage material, certain forms are required. This Appendix contains examples of the required forms. Individuals involved in the sale of salvage materials should study the forms carefully, and contact the General Services Branch for the resolution of any questions before any sales activity begins.

The following forms are included in this Appendix:

SF-114 (Rev. 5-78) SALE OF GOVERNMENT PROPERTY - BID AND AWARD

SF-114B (Jan. 1970 Edition) SALE OF GOVERNMENT PROPERTY - ITEM BID
PAGE - SEALED BID

SF-114C March 1974 Edition SALE OF GOVERNMENT PROPERTY, GENERAL SALE
TERMS AND CONDITIONS

OF-17 (Oct. 83) IMPORTANT-NOTICE TO BIDDER (Bid Sticker)

SF-1409 (10-83) ABSTRACT OF OFFERS

OF-16 December 1960 SALES SLIP - Sale Of Government Personal Property

INVITATION FOR BIDS NO.
USS-SS-F-1-85

PAGE NO.
1 of 2

FORM APPROVED OMB NO.
28-0002

ADDRESS YOUR NO TO U.S. Section, International
Boundary & Water Commission, P.O. Box 1,
Falcon Heights, Texas 78545

BIDS WILL BE OPENED AT (Place, date and time)

Headquarters, Office Building, Falcon Dam, United States
Section, International Boundary & Water Commission, Falcon
Heights, Texas 78545 on September 31, 1984 at :00 pm.

Sealed bids in One, copy(ies) for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened, subject to: (1) The General Sale Terms and Conditions, SF 114C, (3/74 edition) and Special Sealed Bid Conditions, ~~SF XXXXX,~~
~~XXXXXXXXXXXXXXX, XX Special Sealed Bid Terms and Conditions IF TO GO ON XXXXXXXXXXXX Edition),~~ all incorporated herein by reference; and such other special terms and conditions ☒ attached or ☐ incorporated herein by reference and identified as _____ (Copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.) (2) BID DEPOSIT ☒ IS NOT REQUIRED: ☐ IS REQUIRED IN AN AMOUNT NOT LESS THAN _____ % OF THE TOTAL BID. MADE PAYABLE TO:

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, within 14 calendar days after date of award, and to remove the property within 14 calendar days after date of award by the Government.

BID (This section is to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within _____ calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days in any case) after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$_____ and attached is the bid deposit, when required by the Invitation, in the form(s) of _____ in the amount of \$_____.

BIDDER REPRESENTS THAT: *(Check appropriate boxes)*

(1) He/She ☐ has, ☐ has not, inspected the property on which he/she is bidding.

(2) He/She ☐ is, ☐ is not, an ☐ individual or a ☐ small business concern. (See CFR, Title 13, Chapter 1 Part 121, Sec. 121.3-9, for the definition of small business.) (Complete the following only if the total amount of the bid(s) exceeds \$25,000.)

(3) (a) He/She ☐ has, ☐ has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and (b) he/she ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b), above, as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see CFR, Title 41, Subpart 101-45.3.)

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

TELEPHONE NUMBER:

MODER IDENTIFICATION NO. (If applicable):

SUBJECT'S NAME & TITLE (Type or print)

DATE OF INFO

ACCEPTANCE BY THE GOVERNMENT (This section for Governmental use only)

ACCEPTED AS TO ITEMS NUMBERED

UNITED STATES OF AMERICA

DATE OF ACCEPTANCE

1

(Contracting Officer)

TOTAL AMOUNT

CONTRACT NUMBER(S)

NAME AND TITLE OF CONTRACTING OFFICER

SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

IPB NUMBER
USS-SS-F-1-85

PAGE 2 of 2

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
1	Scrap metal, mixed, of approx. 2 tons weight	1	Lot	\$ _____			
2	Scrap metal, mixed, of approx. 2 tons weight	1	Lot	\$ _____			
3	Scrap metal, mixed, of approx. 2 tons weight	1	Lot	\$ _____			
BID NO.—TO BE FILLED IN BY SALES OFFICE		NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)					

BUDGET BUREAU
NO. 29-R0022

(FORM CONTENT COMPLETELY REVISED)

STANDARD FORM 1148
JAN. 1979 EDITION
General Services Administration
FPMR (41 CFR) 101-42.3
114-388

SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS

INVITATION FOR BIDS NO.

USS-SS-F-1-85

PAGE

1. INSPECTION.

The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the invitation.

2. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise specifically provided in the invitation, all property listed therein is offered for sale "as is" and "where is." The description of the property is based on the best information available to the sales office. However, unless otherwise specifically provided in the invitation, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose and except as provided in Conditions No. 12 and 14 or other special conditions of the invitation, no request for adjustment in price or for rescission of the sale will be considered. *This is not a sale by sample.*

3. CONSIDERATION OF BIDS.

(a) Unless otherwise provided in the invitation, telegraphic or telephonic bids will not be considered.

(b) The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (60 calendar days if no period be specified by the Government or by the Bidder, but not less than 10 calendar days in any case) and that during such period his bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, including bids under which a Bidder could take unfair advantage of the Government or other Bidders, to waive any technical defects in bids, and unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless otherwise provided in the invitation, bids may be submitted on any or all items. However, unless the invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item.

4. FORMS OF BID DEPOSITS AND PAYMENTS.

Unless otherwise provided in the invitation, bid deposits (when required by the invitation) and payments shall be in U.S. currency or any form of credit instrument other than promissory note, made payable on demand in U.S. currency. *Provided:* That uncertified personal or business checks must be first party instruments; *Provided further:* That if in connection with any prior sale, the Bidder or Purchaser tendered an uncertified personal or business check which was not paid by the drawee for any reason and the Bidder, Purchaser, and the Drawer of the check were so notified in writing by the selling agency, uncertified personal or business checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written notification referred to which are not accompanied by the proper bid deposit (other than an uncertified personal or business check) will be summarily rejected.

5. BID PRICE DETERMINATION.

When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.

(a) In the event the Bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the invitation. The unit price so determined shall be used for the purpose of bid evaluation, award and all phases of contract administration.

(b) When bids are solicited on a "lot" basis, Bidders should submit a single total price in the Total Price Bid column of the bid sheet. Bidders should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.

6. PAYMENT.

The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time specified in the invitation and prior to delivery of any

of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, when the total sum becoming due to the Government from the Purchaser on a contract awarded to him under the invitation is less than the total amount deposited with his bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be promptly refunded to the Bidder. No refund or demands will be made for any amount less than one dollar (\$1).

7. TITLE.

Unless otherwise provided in the invitation, title to the property sold hereunder shall vest in the Purchaser as and when removal is effected. On all motor vehicles and motor-propelled or motor-driven equipment requiring licensing by a State motor vehicle regulatory agency, a certificate of release, Standard Form 97 will be furnished for each vehicle and piece of equipment.

8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

(a) Unless otherwise provided in the invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between Purchaser and carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the invitation, and unless otherwise provided in the invitation, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the invitation, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

(b) Where it is provided in the invitation that the Government will not load or that the Purchaser will load, the Purchaser will make arrangements and perform all work necessary to effect removal of property. The Purchaser shall remove the property at his expense within the period of time allowed in the invitation. If the Contracting Officer determines that the failure to remove the property within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reasonable extension of time for removal shall be allowed. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Contracting Officer pursuant to this clause, the Government, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during the removal operations by the Purchaser or his authorized representative.

(c) Items purchased under the invitation will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property at the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

(d) Segregation, culling or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Government.

9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser

(TERMS AND CONDITIONS COMPLETELY REVISED)

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a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Purchaser shall lose all right, title and interest which he might otherwise have acquired in and to such property as to which a default has occurred. The Purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period(s) of time, the Government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20% of the purchase price of the item(s) as to which the default has occurred, or (b) \$25, or the purchase price of such item(s) if the purchase price is less than \$25; *Provided*, That in the event of multiple awards of items under a single invitation for bids, the amount to be charged, if the minimum charge provided for in "b" above is applicable, shall be determined by the total purchase price reflected in the award documents; *Provided further*, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. When the Government exercises this election, it shall specifically apprise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

10. SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him to satisfy, in whole or in part, any debts arising out of prior transactions with the selling agency.

11. INTEREST.

Notwithstanding any other provision of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear interest at the rate of six percent per annum from the date of first written demand until paid. Irrespective of the amount of the indebtedness, a minimum interest charge of five dollars (\$5) shall be due the Government on any amount exceeding \$100 not paid within 30 calendar days from the date of first written demand. Interest on debts of \$100 or less will not be collected if such debts are liquidated without resort to litigation.

12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Except for term contracts, when property is sold by a unit other than "weight", the Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10%; when the property is sold by "weight", the Government reserves the right to vary the weight tendered or delivered to the Purchaser by 25%. The purchase price will be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the invitation, no adjustment for such variation will be made where property is sold on a "price for the lot" basis.

13. WEIGHING, SWITCHING, AND SPOTTING.

Where weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching and spotting charges shall be paid by the Purchaser unless such services are performed with Government-owned or Government-operated locomotives on Government property. When removal is by truck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes.

14. RISK OF LOSS.

Unless otherwise provided in the invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted

by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. With respect to losses only, in the event the property is offered for sale by the Government, no adjustment will be authorized under this provision unless the Contracting Officer is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

15. LIMITATION ON GOVERNMENT'S LIABILITY.

Except for reasonable packing, loading, and transportation cost when a return of property at Government cost is authorized, the nature of the Government's liability in any case where liability of Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government has received.

16. ORAL STATEMENTS AND MODIFICATIONS.

Any oral statement or representation by any representative of Government, changing or supplementing the invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

17. COVENANT AGAINST CONTINGENT FEES.

Purchaser warrants that no person or agency has been employed retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul this contract without liability or, at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein forth.

18. OFFICIALS NOT TO BENEFIT.

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for general benefit.

19. DISPUTES.

(a) Except as otherwise provided in the invitation, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Contracting Officer shall be final and conclusive unless within 30 calendar days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" condition does not preclude consideration of law questions in connection with decisions provided for in (a) above. *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on the question of law.

20. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

(a) By submission of this bid or proposal, the Bidder or Offeror certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, that in connection with this sale (1) the prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the Bidder or Offeror and will not knowingly be disclosed by the Bidder or Offeror prior to opening, in the case of a bid, or prior to award, it

the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and (3) no attempt has been made or will be made by the Bidder or Offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

(b) Each person signing this bid or proposal certifies that: (1) he is the person in the Bidder's or Offeror's organization responsible within that organization for the decision as to the prices being bid or offered therein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above; or (2)(i) he is not the person in the Bidder's or Offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above.

(c) This certification is not applicable to a foreign Bidder or Offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid or proposal will not be considered for award where (a)(1), (a)(3), or (b), above, has been deleted or modified. Where (a)(2), above, has been deleted or modified, the bid or proposal will not be considered for award unless the Bidder or Offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the selling agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

21. ASSIGNMENTS OF CONTRACTS.

Any contract awarded under the Invitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such contract.

22. CLAIMS LIABILITY.

The Bidder or Purchaser agrees to save the Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property of and injuries to or the death of any and all persons whatsoever, in any manner caused or contributed to by the Bidder or Purchaser, its agents, servants or employees, while in, upon or about the sale or the property site on which the property sold or offered for sale is located, or while going to or departing from such areas; and to save the Government harmless from and on account of damages of any kind which the Government may suffer as the result of the acts of the Bidder or Purchaser, its agents, servants, or employees while in or about the said sites.

23. WITHDRAWAL OF PROPERTY AFTER AWARD.

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement

for the property develops or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

24. ELIGIBILITY OF BIDDERS.

The Bidder warrants that he is not: (a) under 18 years of age; an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

25. DEFINITIONS.

As used herein, the following terms shall have the meaning set forth below:

(a) "Secretary" means the Secretary, Deputy Secretary, Under Secretary, or any Assistant Secretary of the executive agency, and the head, deputy or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person(s) or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and includes, except as otherwise provided in this contract the authorized representative of a Contracting Officer acting within the limits of the representative's authority.

(c) Small Business. A small business concern for the purpose of the sale of Government-owned property, other than timber, is a concern, including its affiliates, which is independently owned and operated, is not dominant in its field of operation, and can further qualify under the following small business classification criteria:

(1) *Manufacturers*. Any concern which is primarily engaged in manufacturing is small if its number of employees does not exceed 500 persons: *Provided, however*, That a concern primarily engaged in SIC Industry 2911, Petroleum Refining, is small if its number of employees does not exceed 1,000 persons and it does not have more than 30,000 barrels-per-day crude-oil capacity from owned or leased facilities.

(2) *Other than manufacturers*. Any concern which is primarily not a manufacturer (except as specified in subparagraph (3) of this paragraph) is small if its annual sales or annual receipts in its preceding 3 fiscal years do not exceed \$5 million.

(3) *Stockpile purchasers*. Any concern primarily engaged in the purchase of materials which are not domestic products is small if its average annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$25 million.

U.S.GPO:1978-0-000-000

OF-17 (OCT. 83)

FAR (48 CFR 53.214(b))

IMPORTANT — NOTICE TO BIDDER*On the envelope submitting your bid, it is imperative:*

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

5017-103

S E A L E D	INVITATION NO.	B I D S E C
	DATE OF OPENING	
	TIME OF OPENING A. M. P. M.	
	BID FOR	

One of these stickers should be included with each set of bid forms which are mailed or given to a prospective bidder. Bidders are to complete the sticker and put it on the outside of their bid envelope as instructed on the sticker. Immediately below is an example of what the bidder would complete.

S E A L E D	INVITATION NO. USS-SS-F-1-85	B I D S E C
	DATE OF OPENING 9-31-84	
	TIME OF OPENING A. M. 1:00 P. M.	
	BID FOR SCRAP METAL	

ABSTRACT OF OFFERS

SOLICITATION NO.
USS-SS-F-1-85

OPENING DATE
9-31-84

PAGE	OF	PAGES
1	1	1

ISSUING OFFICE

United States Section, International Boundary
 & Water Commission, United States & Mexico, 4110 Rio
 Bravo Street, El Paso, Texas 79902

[illegible]

Sale of 3 lots of scrap metal, approximate weight of 2 tons in each lot.

[illegible]

U.S. GOVERNMENT PRINTING OFFICE: 1974-25-70

-EXAMPLE-

SALES SLIP SALE OF GOVERNMENT PERSONAL PROPERTY		NO. 1008909	
SELLING AGENCY United States Section, International Boundary & Water Commission		DATE OF SALE 9-31-84	
BUYER'S NAME AND ADDRESS J.P. Citizen 144 Riverwalk Anyplace, Texas 78335		SALE NO. USS-SS-F-1-85 REGISTRATION NO. (if any) N.A.	
ALL PROPERTY LISTED BELOW MUST BE PAID FOR IN FULL AND REMOVED BY		DATE 10-18-84	
ITEM OR LOT NO.	DESCRIPTION	PRICE	
1	1 lot scrap metal, miscellaneous	\$128.00	
REIMBURSABLE ACCOUNT NO. (if any)		TOTAL AMOUNT	\$128.00
PAYMENT RECEIVED FOR GOVT.	BY (Signature)	PAID ON DATE OF SALE	0.00
	BY (Signature and date) <i>Dalton Salaman</i>	BALANCE DUE	128.00

NOTICE TO BUYER

This copy is to be retained by the buyer. When full payment is made, this copy will be so marked. An additional copy will be issued to the property custodian authorizing release of the property. Sign the release copy when the property is received. Please note the deadline date for final payment and removal of property indicated above. This sales slip is accepted subject to the General Sale Terms and Conditions of SF 114-C, a copy of which is on file and will be made available upon request.

1. BUYER'S COPY

5014-101

OPTIONAL FORM 35
DECEMBER 1983
(GSA Circular No. 255)